

# Public Document Pack



## **BROMSGROVE DISTRICT COUNCIL**

### **MEETING OF THE OVERVIEW AND SCRUTINY BOARD**

**TUESDAY 16TH JANUARY 2024**

**AT 6.00 P.M.**

**PARKSIDE SUITE - PARKSIDE**

**MEMBERS:** Councillors P. M. McDonald (Chairman), S. T. Nock (Vice-Chairman), A. Bailes, R. Bailes, A. M. Dale, E. M. S. Gray, R. J. Hunter, B. Kumar, S. A. Robinson, H. D. N. Rone-Clarke and J. D. Stanley

### **AGENDA**

1. **Apologies for Absence and Named Substitutes**
2. **Declarations of Interest and Whipping Arrangements**  
  
To invite Councillors to declare any Disclosable Pecuniary Interests or Other Disclosable Interests they may have in items on the agenda, and to confirm the nature of those interests.
3. **To confirm the accuracy of the minutes of the meeting of the Overview and Scrutiny Board held on 20th November 2023 (Pages 5 - 12)**
4. **Governance Systems Review - Implementation Progress Update (Pages 13 - 18)**

5. **Worcestershire Health Overview and Scrutiny Committee - Update**
6. **Parking Enforcement - Service Level Agreement with Wychavon District Council** (Pages 19 - 54)
7. **Finance and Budget Working Group - Update**
8. **Task Group Updates**
9. **Cabinet Work Programme** (Pages 55 - 64)
10. **Overview and Scrutiny Board Work Programme** (Pages 65 - 66)

Sue Hanley  
Chief Executive (Interim)

Parkside  
Market Street  
BROMSGROVE  
Worcestershire  
B61 8DA

8th January 2024

**If you have any queries on this Agenda please contact  
Mat Sliwinski**

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## **BROMSGROVE DISTRICT COUNCIL**

### **MEETING OF THE OVERVIEW AND SCRUTINY BOARD**

**20TH NOVEMBER 2023, AT 6.00 P.M.**

PRESENT: Councillors P. M. McDonald (Chairman), S. T. Nock (Vice-Chairman), A. Bailes, R. Bailes, A. M. Dale, E. M. S. Gray, R. J. Hunter, B. Kumar, S. A. Robinson and J. D. Stanley

Observers:

Councillor C. A. Hotham – Portfolio Holder for Finance and Enabling

Councillor P. J. Whittaker – Portfolio Holder for Environmental Services and Community Safety (including Car Parking) (on Microsoft Teams)

Officers: Mr. G. Revans, Mr P. Carpenter (on Microsoft Teams), Mrs. J. Bayley-Hill, and Mr. M. Sliwinski.

47/23 **APOLOGIES FOR ABSENCE AND NAMED SUBSTITUTES**

Apologies for absence were received from Councillor H. D. N. Rone-Clarke.

48/23 **DECLARATIONS OF INTEREST AND WHIPPING ARRANGEMENTS**

Councillor R. Hunter declared an other interest in agenda item no. 8, minute number 55/23, Proposal for a Bromsgrove District Council Cross Party Working Group to be set up to improve Rail and Bus Connectivity at Bromsgrove Station, in that he was a member of the Bromsgrove and Redditch Rail Users Partnership.

49/23 **TO CONFIRM THE ACCURACY OF THE MINUTES OF THE MEETING OF THE OVERVIEW AND SCRUTINY BOARD HELD ON 16TH OCTOBER 2023**

The minutes of the Overview and Scrutiny Board meeting held on 16<sup>th</sup> October 2023 were considered.

**RESOLVED** that the minutes of the Overview and Scrutiny Board meeting held on 16<sup>th</sup> October 2023 be agreed as a true and correct record.

50/23 **WORCESTERSHIRE HEALTH OVERVIEW AND SCRUTINY COMMITTEE - UPDATE**

# Agenda Item 3

Overview and Scrutiny Board  
20th November 2023

[At the discretion of the Chairman, item 10 on the agenda – Worcestershire Health Overview and Scrutiny Committee – Update – was considered earlier in the meeting as item 4]

Councillor B. Kumar provided an update on the last meeting of Worcestershire Health Overview and Scrutiny Committee (HOSC) he attended on 13<sup>th</sup> November 2023. Councillor B. Kumar stated that the main item on that agenda was a Public Health – 12-month review with the following points covered at that meeting highlighted for Members' attention:

- Worcestershire County Councils (WCC) work with schools and youth had shown that a large proportion of young people were meeting physical activity recommendations.
- Over 12,000 illegal vapes had been seized by the County's trading standards team. It is established that vaping starts around 11-12 years of age. Preventative work is being carried out in the schools.
- A rating of "Strong" was accorded by the home office in preventing radicalisation and terrorism.
- Community development led to Worcestershire having one of the lowest rates of loneliness in the country as featured in The Municipal Journal and on BBC TV.
- There was a significant rise in uptake on bowel screening.
- WCC won the regional public health award for its work on 'Best Social Media campaign' in promoting better mental health and preventing suicide.
- Health and Wellbeing – challenges faced by WCC were the ageing population and the ambition to support people to remain healthy and independent for as long as possible.
- Evidence-based physical activity would be operated out of a range of community venues.
- New roving vans would offer communities easier access to registering with a GP practice, health checks, vaccinations, wellbeing, and mental health advice.
- The WCC Public Health department was keeping a central register of nearly 870 Automatic External Defibrillators and was trying to encourage vital CPR training.
- Public Health established a Workplace Wellbeing Network, which would offer health survey and needs assessment, a resource hub, and training.
- The Public Health team organised high-profile events such as "City Run" and was also involved in environmental activities – working with Worcester Environmental Group to promote the 'Wild About Worcester Way'.
- Public Health was making grants available to school for environmental projects such as school tree planting and enhancing local environment.
- Public Health was also funding 'Junior Park Run' in Diglis.

**RESOLVED** that the Worcestershire Health Overview and Scrutiny Committee Update be noted.

51/23

## **GOVERNANCE SYSTEMS REVIEW - IMPLEMENTATION PROGRESS UPDATE**

The Principal Democratic Officer introduced the report and in doing so noted that it included details of the work undertaken to date to implement the recommendations made by the Governance Systems Task Group, which were approved at an extraordinary meeting of Council held on 20<sup>th</sup> September 2023.

Two appendices were included for Members' consideration and approval – Appendix 1 contained the proposed draft Terms of Reference for the Cabinet Advisory Groups. It was highlighted that the role of these Groups would need to be clearly distinct from that of Overview and Scrutiny Board and the Audit, Standards and Governance Committee. It was also noted that if approved the dates for these meetings would be built up into the 2024-25 meetings calendar.

Appendix 2 contained the proposed cross-party Memorandum of Understanding that followed to embed and build positive cross-party relationships.

Following the officer presentation, it was suggested by a Member that an extra point be added to the proposed draft terms of reference for the Cabinet Advisory Groups to read as follows: 'Memorandum of Understanding also applies'. It was further suggested that the word 'respect' be added to point 5 of the proposed Memorandum of Understanding concerning cross party working. On being put to the vote it was agreed to recommend these documents to Cabinet with the proposed amendments included.

With regard to the cross-party Memorandum of Understanding, it was noted that all Group Leaders would sign the charter on behalf of their political groups and that this Memorandum of Understanding would be subject to agreement at a full Council meeting. It was further noted that the Memorandum of Understanding was not designed to replace or override the Council's constitutional Code of Conduct, which governed the principles of Councillors' conduct.

**RECOMMENDED** that:

- 1) The terms of reference for the Cabinet Advisory Group be approved, subject to addition of Paragraph 12 which would read as follows: "Memorandum of Understanding also applies"; and
- 2) The proposed Memorandum of Understanding concerning cross party working be approved, subject to an amendment to point 5 of the Principles section to read as follows: "Recognise and respect that each individual member can contribute to decisions that are

taken and should be involved and able to provide their opinion before a decision is taken”.

52/23

## **AGILE WORKING POLICY - PROGRESS BRIEF ON ADDRESSING QUERIES RAISED AT THE LAST MEETING**

The written response to questions raised by Members with regards to the Council’s Agile Working was provided. The five queries raised at the October Overview and Scrutiny Board meeting were discussed, and the following points were raised during the discussion of each response:

- Review of the title of the initiative – ‘Agile Working’ (Question 1, page 3 of supplementary agenda pack)

It was noted that Officers were working to ensure a clear definition was in place for this, including in terms of how this policy could be articulated in an unambiguous way to councillors, staff, and during recruitment.

- Look at introducing a follow up measure to gauge customer satisfaction when interacting with Council services, for example, through a form of ‘trustpilot’ style feedback (Question 2, page 3 of supplementary agenda pack)

It was noted that there was an ongoing piece of work by the Business Improvement Team to look at the best ways the Council could collect feedback and measure satisfaction across all customer facing services. It was requested that a date be provided by the Team for when this work was due to be completed. Officers undertook to provide this information to Members.

It was noted that one of the problems common to two-tier local government areas like Bromsgrove was that some services were provided by the District Council and some by the County Council. Members commented that there was a need to improve the link up of communication and services between Bromsgrove District Council (BDC) and Worcestershire County Council (WCC) to enable resident enquiries get to the right organisation and officers quickly.

It was noted that because BDC and WCC were two separate organisations, providing mostly different, through often overlapping suite of services, referring enquiries currently depended on contact and relationships between officers from the two organisations, rather than a specific system in place, for instance an IT solution common to both organisations. It was agreed as an action that Officers would investigate how BDC could work to link up services with WCC to enable a more seamless experience for residents.

- Data on the impact of flexible working arrangements on reduction in staff car mileage (and consequently reductions in carbon / greenhouse gas emissions) (Question 3, page 3 of supplementary agenda pack)



# Agenda Item 3

Overview and Scrutiny Board  
20th November 2023

It was asked whether the staff mileage claims cost saving figure of £32,989 between 2021-20 and 2022-23 was for Bromsgrove District Council or across Bromsgrove and Redditch Councils. Members commented that it was important that savings per each council under shared staff arrangements was given. It was agreed as an action that the confirmation of the figures be provided to Members.

It was asked whether all planning officers were now based at Redditch and whether this had resulted in increased mileage payments associated with work planning officers were undertaking in Bromsgrove. It was agreed that Members would be provided with a response from Officers.

During the discussion it was highlighted that Redditch Town Hall redevelopment was ongoing and there was a process of leasing out some office space in that building to other organisations, including the NHS, DWP, and WCC. It was noted that through this a cost saving to Bromsgrove Council's budget of £70,000 per year would be delivered.

- Officer response times to Member enquiries (Question 4, page 4 of supplementary agenda pack)

It was requested that Members be provided with a list of the agreed and statutory response times that Council Officers were bound by when responding to members of the public. In addition, it was asked that information be provided, if applicable, on how the response times differed across various types of requests/service areas, and what happened if the response times were not met. Officers undertook to provide this data to Members.

Members also asked whether regular data on response times could be shared as part of the Council's suite of performance measures. It was noted that a response would be provided on this.

With regards to providing responses to enquiries, it was suggested that staff across the Council could be set up with an automatic email response function to inform the person sending an email that his/her email was logged on the system. It was commented that this would provide reassurance that the email reached the intended recipient. It was noted that there was already such an automatic response in the case of sending emails to the compliments/complaints team. However, as other service areas differed considerably in their specific area of business, a consistent approach would need to be agreed across all customer facing areas of business.

- IT solutions to assist Members with the knowledge of the Council's organisational (and team) structures (Question 5, page 4 of supplementary agenda pack)

Members requested that induction / key contact documents be made available to Members on Microsoft Teams in addition to the current

formats. It was asked that Officers investigate how to make better use of Microsoft Teams for Member-Staff communication in general. It was noted that this would be picked up by the relevant officers.

**RESOLVED** that the progress brief be noted.

53/23

**FOOD BANK AND COMMUNITY SUPERMARKET PROVISION TASK GROUP - MEMBERSHIP REPORT**

The membership of this task group was chosen, and it was agreed that the chairman would be elected at the task group's first meeting. The terms of reference would also be agreed by the task group at its first meeting.

**RESOLVED** that Councillors A. Bailes, E. M. S. Gray, B. Kumar, P. M. McDonald, D. J. Nicholl, and D. G. Stewart be appointed to the Food Bank and Community Supermarket Provision Task Group.

54/23

**NOTICE OF MOTION - REQUEST TO INVESTIGATE - FUTURE OF LIBRARIES WITHIN THE DISTRICT**

A request to investigate the Future of Libraries within the District was considered. Members were informed that there was a recent task group investigation into libraries undertaken by this Council in 2021.

It was commented that the Review of Libraries Task Group that took place in 2021 did not consider the financial implications and the PFI partnership model for operation of some libraries in the District. Therefore, it was felt there was a need for Overview and Scrutiny to look at this topic again. It was noted that this topic was of significant concern to Members as exemplified by the full Council motion passed in July 2023.

During the discussion, it was proposed that a report be submitted to the next meeting outlining the relevant data on the matter. It was also proposed that as library provision was a responsibility of the County Council, the relevant Cabinet Portfolio Holder from Worcestershire County Council be invited to attend the next meeting of Overview and Scrutiny Board. On being put to the vote it was:

**RESOLVED:**

- 1) That the request is included on the Overview and Scrutiny Board work programme and the Board considers the matter as an item of business at its next meeting;
- 2) That the Worcestershire County Council Cabinet Portfolio Holder with responsibility for library provision be invited to the next meeting of Overview and Scrutiny Board.

55/23

**PROPOSAL FOR A BROMSGROVE DISTRICT COUNCIL CROSS PARTY WORKING GROUP TO BE SET UP TO IMPROVE RAIL AND**

## **BUS CONNECTIVITY AT BROMSGROVE STATION**

It was announced that this proposal was now scheduled as an item at the upcoming full Council meeting and would be discussed then.

56/23

## **FINANCE AND BUDGET WORKING GROUP - UPDATE**

The Chairman noted that the first meeting of the Finance and Budget Working Group was due to take place on 21<sup>st</sup> November 2023, with Tranche 1 of the Council's Medium Term Financial Plan (MTFP) to be among the items of discussion.

**RESOLVED** that the Finance and Budget Working Group Update be noted.

57/23

## **CABINET WORK PROGRAMME**

The Cabinet Work Programme was presented for Members' consideration.

It was requested by Members that descriptions of each item on the Cabinet Work Programme be provided so that Members had more understanding of the specifics of the issues that Cabinet was considering.

**RESOLVED** that the Cabinet Work Programme be noted.

58/23

## **OVERVIEW AND SCRUTINY BOARD WORK PROGRAMME**

The Overview and Scrutiny Board Work Programme was presented for Members' consideration.

**RESOLVED** that the Overview and Scrutiny Board Work Programme be noted.

The meeting closed at 7.13 p.m.

Chairman

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### Overview and Scrutiny Board 2024

16<sup>th</sup> January

#### Governance Systems Task Group – Progress Update

Relevant Portfolio Holder		Councillor C. Hotham, Cabinet Member for Finance and Enabling
Portfolio Holder Consulted		Yes
Relevant Head of Service		Claire Felton, Head of Legal, Democratic and Property Services
Report Author Claire Felton	Job Title: Head of Legal, Democratic and Property Services Contact email: <a href="mailto:c.felton@bromsgroveandredditch.gov.uk">c.felton@bromsgroveandredditch.gov.uk</a>	
Wards Affected		No specific ward relevance
Ward Councillor(s) consulted		N/A
Relevant Strategic Purpose(s)		An Effective and Sustainable Council
Non-Key Decision		
If you have any questions about this report, please contact the report author in advance of the meeting.		

#### 1. RECOMMENDATIONS

**The Overview and Scrutiny Board is asked to RESOLVE that the update in respect of progress with the actions arising from the Governance Systems Task Group review be noted.**

#### 2. BACKGROUND

- 2.1 The report provides an update on the work that is currently being undertaken to implement the recommendations arising from the Governance Systems Task Group review that was completed in September 2023.
- 2.2 The Overview and Scrutiny Board is invited to note this update.

#### 3. OPERATIONAL ISSUES

- 3.1 The Governance Systems Task Group completed a review of the Council's governance model in September 2023. The findings detailed in the group's report were subsequently approved at an extraordinary meeting of Council held on 20<sup>th</sup> September 2023.
- 3.2 Since Council approved the group's recommendations, the Constitution Review Working Group (CRWG) has held a number of meetings to consider progress with the implementation of the actions that were proposed.

## **Overview and Scrutiny**

### **Board**

2024

16<sup>th</sup> January

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- 3.3 In November 2023, the CRWG considered draft terms of reference for the Cabinet Advisory Group (CAG) and a draft Memorandum of Understanding (MoU) concerning cross party working.
- 3.4 Recommendations in respect of these items were considered and, subject to a small number of amendments, endorsed by the Overview and Scrutiny Board at a meeting held on 20<sup>th</sup> November 2023.
- 3.5 These recommendations were subsequently considered and endorsed, subject to a few further amendments, at meetings of the Cabinet and Council held on 22<sup>nd</sup> November and 6<sup>th</sup> December 2023 respectively.
- 3.6 In addition to this work, it is important to note that a comprehensive review of the Council's constitution is currently being undertaken on behalf of the Council. Findings arising from the Governance Systems Task Group will be taken into account as part of this process, whilst the review also aims to simplify and reduce the current length of the constitution.
- 3.7 The CRWG is due to consider an update in respect of this work at its next meeting, scheduled to take place on 30<sup>th</sup> January 2024. The outcomes of this meeting, including any recommendations, will be reported for the consideration of the Overview and Scrutiny Board at the meeting scheduled to take place on 12<sup>th</sup> February 2024.
- 3.8 Members are asked to note that any proposed changes to the constitution arising from this process will ultimately need to be determined by Council.

#### **4. FINANCIAL IMPLICATIONS**

- 4.1 In line with proposals detailed in the Governance Systems Task Group's final report, Officers are submitting a budget bid in the Medium Term Financial Plan Tranche 2 report to fund an additional Democratic Services Officer post at a cost of £40,000.
- 4.2 Subject to the approval of this budget bid, the Council will aim to recruit a new Democratic Services Officer in spring 2024.

#### **5. LEGAL IMPLICATIONS**

- 5.1 Review and revision of the Constitution is governed by Article 15 of the Constitution.

## **Overview and Scrutiny Board 2024**

16<sup>th</sup> January

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### **6. OTHER - IMPLICATIONS**

#### **Relevant Strategic Purpose**

- 6.1 The action proposed in this report supports the strategic purpose “an effective and sustainable Council”.

#### **Climate Change Implications**

- 6.2 There are no specific climate change implications.

#### **Equalities and Diversity Implications**

- 6.3 There are no equalities and diversity implications.

### **7. RISK MANAGEMENT**

- 7.1 There is a risk that if the Council does not progress in a timely manner with consideration of the changes to the constitution required as a result of the Governance Systems Task Group, these amendments will not be in place in time for the start of the 2024/25 municipal year as intended.

### **8. APPENDICES and BACKGROUND PAPERS**

#### **Background Papers**

Governance Systems Task Group’s final report: [Governance Systems Task Group - report](#)

Minutes of the meeting of the extraordinary Council meeting held on 20<sup>th</sup> September 2023: [Minutes - Council meeting, 20th September 2023](#)

Governance systems Task Group – Update Report – report to the Overview and Scrutiny Board meeting held on 20<sup>th</sup> November 2023: [Governance Systems Task Group - Update Report - 20th November 2023](#)

Minutes of the Overview and Scrutiny Board meeting held on 20<sup>th</sup> November 2023: [Overview and Scrutiny Board minutes - 20th November 2023](#)

## Overview and Scrutiny Board 2024

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Minutes of the Cabinet meeting held on 22<sup>nd</sup> November 2023: [Cabinet minutes 22nd November 2023](#)



## Overview and Scrutiny Board 2024

16<sup>th</sup> January

**9. REPORT SIGN OFF**

Department	Name and Job Title	Date
Portfolio Holder	Councillor C. Hotham, Cabinet Member for Finance and Enabling	07/01/24
Lead Director / Head of Service	Claire Felton, Head of Legal, Democratic and Property Services	05/01/24
Financial Services	Pete Carpenter, Acting Deputy Chief Executive and Section 151 Officer	08/01/24
Legal Services	Claire Felton, Head of Legal, Democratic and Property Services	05/01/24

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### Overview & Scrutiny Board

16th January 2024

#### **PARKING ENFORCEMENT – SERVICE LEVEL AGREEMENT WITH WYCHAVON DISTRICT COUNCIL**

Relevant Portfolio Holder	Councillor S Baxter
Portfolio Holder Consulted	Yes
Relevant Head of Service	Simon Parry - Head of Environmental and Housing Property Services (Interim)
Report Author	Name: Simon Parry and Pete Liddington Job Title: Head of Environmental and Housing Property Services (Interim) and Engineering Team Leader Contact email: simon.parry@bromsgroveandredditch.gov.uk <a href="mailto:pete.liddington@bromsgroveandredditch.gov.uk">pete.liddington@bromsgroveandredditch.gov.uk</a> Contact Tel: 534108
Wards Affected	All Wards
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Communities which are safe, well maintained and green Run and grow a successful business
Key Decision	

#### **1. RECOMMENDATIONS**

##### **1.1 The Overview and Scrutiny Board is asked to RESOLVE that:-**

The report is noted.

##### **1.2 Within the report to Cabinet the two recommendations will be**

##### **1.3 The Service Level Agreement (SLA) with Wychavon District Council (WDC) detailed in Appendix 1 be approved, for the continuation of the management and enforcement of On and Off-Street Parking, commencing April 2024, for a period of 5 years, with an annual review of outputs and outcome.**

##### **1.4 That the existing budget of £242k be increased to £335,000 for Parking Enforcement be included in the Medium-Term Financial Plan from April 2024, which is to include an annual inflationary uplift, determined by the Consumer Price Index (CPI), if applicable, agreed by the level published by the Office for National Statistics, or any relevant successor body, for the forthcoming year.**

### Overview & Scrutiny Board

16th January 2024

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#### 2. BACKGROUND

- 2.1 Bromsgrove District Council (BDC) operates 11 No. fee charging car parks and 3 No. free car parks and has also taken responsibility for the enforcement of On-Street Traffic Regulation Orders (TROs) since Civil Parking Enforcement (CPE) was introduced within BDC on 30 May 2013. This has allowed a more consistent approach to traffic enforcement as staff are able to enforce both On-Street TROs and Off-Street Parking Orders for car parks owned by the District Council.
- 2.2 WDC have been contracted under an SLA to manage the Parking Service on behalf of BDC for the last 10 years. This current SLA came to an end at the end of the 2022/23 financial year and has operated on a month-by-month basis since.
- 2.3 In the proposed SLA (Appendix 1) WDC's responsibilities includes Overall Management of the Parking Service for both on and off-street enforcement and liaison with County Council Highways together with the following non exhaustive list
- Recruitment, management and training of the Civil Enforcement Officers (CEOs) (5.5 posts),
  - Full administration service including general enquiries, challenges, appeals and adjudication (2.5 posts)
  - Recovery of the outstanding Penalty Charge Notices (PCNs) (including warrant instructions)
  - The management of Residents' Parking Schemes (RPSs)
  - Monitoring equipment used to include parking machines to ensure continued usage including restocking machines with ticket rolls
  - The day-to-day operation of the Shop Mobility service including servicing of scooters and liaising with customers
  - Issuing Parking Dispensations
  - School Patrols following liaison with school staff
  - Disabled Blue Badge inspections
  - DVLA Audits
  - Various reporting including car park usage and PCNs issued
- 2.4 Future plans for the service may include the introduction of dropped kerb enforcement, civil littering fines as well as reviewing the potential introduction of the National Parking Platform which seeks to simplify and improve the customer journey by allowing customers to use their preferred service provider app to find and pay for their parking at any participating location.

### Overview & Scrutiny Board

16th January 2024

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- 2.5 This has operated as a shared service with Redditch Borough Council, undertaken by WDC for the last 10 years and as such WDC are able to offer savings in management and operating costs.
- 2.6 Typically WDC operate a 10-year SLA with other Authorities that they provide the Service for, however in this instance, a 5-year agreement is proposed, which will provide a level of assurance for employees and service delivery in the medium term. Any shorter length of agreement would impact negatively on the continued service and recruitment of CEOs given some historical issues related to successful recruitment and retention of people within these posts.
- 2.7 The proposal includes 5.5 CEOs for on and off-street enforcement together with school patrols over the course of the current financial year only 3 CEOs have been employed despite ongoing recruitment drives including working closely with the local job centres and subsequent attendance at their offices. This has in the short term impacted on the coverage across Bromsgrove as a whole and reduced the ability to react to individual circumstances/issues. There are however interviews lined up in January 2024 which will seek to extend the team to full capacity.
- 2.8 Within the SLA there is clearly provision for coverage of on street enforcement outside of the town centre. Work is currently in progress to review the patrols that are undertaken across the district, regarding both the frequency and the routes taken.

### **3. FINANCIAL IMPLICATIONS**

- 3.1 Bromsgrove attracts enforcement parking income of approximately £100k from PCNs (On street £55k, Off Street £45k) and approximately £1m from car parking charges per year based on 2023/4 charging rates. The actual income will vary year on year, due to the number of drivers parking illegally, and the number of customers choosing to utilise our car parks.
- 3.2 The budget for car parking enforcement has been static since 2020/21 with the current figure of £242k. This is charged on a quarterly basis in arrears, on a pro rata basis, based on staffing levels such that payment is made only for the staff allocated to enforcement in Bromsgrove. Based on the CPI uplift that would need to be applied on an annual basis between 2020/21 and the proposed commencement at the start of 2024/5 this would equate to £292k.

### Overview & Scrutiny Board

16th January 2024

Year	CPI	Total
2020/21		£242k
2021/22	6.2%	£257k
2022/23	8.9%	£280k
2023/24	4.2%	£292k

- 3.3 However, in the interim, due to difficulties with recruitment into the posts of Enforcement Officers, the salary costs have risen as jobs have been reevaluated to a higher grade. The increases in associated costs linked to management fees, mileage costs, postage costs and administrative fees, together with the additional salary costs mean that a proposed fee of £335,000 is required to run the service within Bromsgrove for 2024/5. Thereafter, in line with the SLA will be subject to annual review based on CPI.
- 3.3 BDC will continue to provide IT equipment, support, and premise costs where applicable.
- 3.4 All District/Borough Authorities that undertake CPE for On-Street enforcement, acting under an agency agreement with Worcestershire County Council (WCC), have been in detailed discussions with WCC, to agree that some financial assistance is provided by WCC to such Authorities, where the annual income from the issue of PCNs does not meet the Authority's costs for undertaking that service.
- 3.5 One of the main outcomes of CPE is that drivers will learn over time that contravening TROs results in a financial burden on themselves, and consequently more drivers will adhere to TROs. However of course, such a successful outcome results in a reduction of income, that participating agent Authorities strongly feel should not result in them having to subsidise themselves if such a financial working deficit results. The discussions with WCC are ongoing at this stage.

#### **4. LEGAL IMPLICATIONS**

- 4.1 The legal framework for enforcement authorities in England comprises Part 6 of the Traffic Management Act 2004.
- 4.2 BDC operates a system of providing Off-Street parking for residents and visitors under the Road Traffic Regulation Act 1984. The legislation allows the Council to designate Off-Street car parks (Section 32) and regulate their operation, including the levying of charges through a Local Parking Order.
- 4.3 It is proposed that the new SLA is set up as a 5-year agreement with an annual review of outputs and outcomes.

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### **5. STRATEGIC PURPOSES - IMPLICATIONS**

#### **Relevant Strategic Purpose**

- 5.1 **Communities which are safe, well maintained and green** – By undertaking On-Street enforcement of all TROs implemented by Worcestershire County Council (WCC), will ensure the safety of road users and pedestrians. Traffic flows are maintained thereby avoiding unnecessary congestion. Enforcement outside schools enables children and parents to enter and leave school safely.
- 5.2 **Run and grow a successful business** – by ensuring our car parks are maintained and operated correctly will promote businesses, with their customers have parking space available when visiting the town.

#### **Climate Change Implications**

- 5.3 There are no Climate Change implications in renewing the SLA. However, by introducing the MiPermit virtual permit system has resulted in the reduced amount of paper required for parking tickets and permits, together with Residents' Parking Permits.

### **6. OTHER IMPLICATIONS**

#### **Equalities and Diversity Implications**

- 6.1 There are no Equalities and Diversity implications arising from this report.

#### **Operational Implications**

- 6.2 By renewing the existing SLA with WDC no Operational implications will be involved.

### **7. RISK MANAGEMENT**

- 7.1 Failure to sufficiently undertake Off-Street enforcement will impact on the financial income generated from our car parks.
- 7.2 Failure to undertake On-Street enforcement could result in reputational damage to the Authority and contravene the On-Street enforcement agreement with WCC.
- 7.3 Through initial discussions with WCC they are not prepared to fund any shortfalls in the cost of on street enforcement. In turn Districts will therefore need to consider the following options

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1. Deliver on street enforcement service within budget provided by CPN income.
  2. Subsidise on street enforcement to continue delivering existing or enhanced service
  3. Serve notice on County to terminate agreements. County will then need to reflect on whether it will fund any on street enforcement
  4. Re-negotiate existing agreement (in combination with options 1 and 2 above)
- 7.4 Without suitable parking being made available local businesses trading within the town/area will suffer.
- 7.5 The alternative to agreeing to WDC to continue with Parking Enforcement, is to engage an external Company through a Tender process to provide such services. However, the appointment of an external Contractor would inevitably result in them being inflexible to undertake the periodical patrol requests made by Officers and Members alike. WDC have always been willing to direct their CEOs to patrol certain sites of concern, which have been identified as requiring additional attention in the short term. An external Contractor may presumably prefer to adopt more stringent patrol routes to ensure that their CEOs meet any determined targets set out by the Company.
- 7.6 Attendance at schools by CEOs during crucial hours is a continued requirement, particularly by Members, to try and ensure that parents/guardians when dropping off/picking up their children do act in a manner that does not put children's safety at risk, and also respects residents' vehicular access facilities. As parents/guardians' vehicles are usually not left unattended during these periods, PCNs cannot be issued where TROs are being contravened, as the driver will merely move away when sighting a CEO. Again, an external Contractor would be unlikely to be readily accept such requirements, as such attendance requests are made sometimes at short notice. The non-issue of PCNs at these facilities may also prove averse to the Contractor's set targets for their CEOs.

### **8. APPENDICES and BACKGROUND PAPERS**

Appendix 1 – SLA with WDC to undertake both On-Street and Off-Street enforcement within BDC.



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### 9. REPORT SIGN OFF

Department	Name and Job Title	Date
Portfolio Holder	Councillor S Baxter	
Lead Director/Head of Service	Simon Parry - Head of Environmental and Housing Property Services (Interim)	
Financial Services	Peter Carpenter Director of Finance	
Legal Services	Claire Green Principal Solicitor	
Policy Team	Emily Payne Engagement and Equalities Advisor	
Climate Change	Matthew Eccles Climate Change Manager	

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**THIS AGREEMENT** is made on the (date of signatures)

**BETWEEN:**

**(1) WYCHAVON DISTRICT COUNCIL** of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire WR10 1PT (“**WDC**”); and

**(2) BROMSGROVE DISTRICT COUNCIL** of Parkside, Market Street, Bromsgrove, Worcestershire, B61 8DA (“**BDC**”)

**RECITALS**

- (A) WDC and BDC are local authorities within the meaning of the Local Authorities (Goods and Services) Act 1970.
- (B) Under this service level agreement, WDC has agreed to provide a Parking Management Service to BDC.
- (C) The parties have previously entered into a service level agreement under similar terms.
- (D) It is the intention of the parties that this agreement foster a closer working relationship between the parties to their mutual benefit and that better and more efficient ways of delivering the Parking Management Service can be developed.
- (E) The parties enter into this agreement in pursuance of their powers 111 of the Local Government Act 1972, section 1 of the Local Government (Goods and Services) Act 1970 and section 1 of the Localism Act 2011 and all other enabling powers
- (F) The parties acknowledge that agreed joint working arrangements may, on termination, give rise to a transfer of undertakings pursuant to the Transfer

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of Undertakings (Protection of Employment) Regulations 2006 (as amended).

**IT IS HEREBY AGREED as follows:**

**1. Interpretation**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

BDC Data	All information held electronically or by other means which is held by BDC which is necessary for the performance of this agreement
BDC Car Parks	The car parks owned and operated by Bromsgrove District Council at the date of this agreement.
BDC Contract Manager	The Engineering Team Leader or any other person appointed by Bromsgrove District Council
BDC Service	The parking service as described in Schedule 1 including Shopmobility
CEO	Has the meaning given to it by section 76 of the Traffic Management Act 2004

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Contract Charges	The charges payable for the Services more particularly set out in Schedule 2
Contract Charges Schedule	The schedule which sets out the dates on which the Contract Charges shall be paid as set out in Schedule 2
Contract Term	Five years with a formal review after three years
Contracts Supervisor	The person involved in supervising the day-to-day operations of the CEOs as employed by WDC
CPE	Civil Parking Enforcement as defined in the Traffic Management Act 2004
Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, the UK GDPR General Data Protection Regulation and all other applicable legislation and regulatory requirements relating to processing of Personal Data, including where applicable the guidance and codes of practice issued by the Information Commissioner

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Engineering Team Leader	The person responsible for the contract management as employed by BDC
Head of Engineers and Parking Services	The senior person responsible for the contract as employed by WDC
Operations Manager	The person responsible for the operations and contract management as employed by WDC
PCN	A Penalty Charge Notice as issued under the Traffic Management Act 2004
PCN Processing Service	The processing and enforcement of PCNs in accordance with the requirements set out in the Traffic Management Act 2004, including any statutory instruments or regulations made under it
Personal data	Has the meaning given to it in the Data Protection Legislation
Services	Means the PCN Processing Service and Parking Management Service and any other service which is incidental or ancillary to those Services and

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	“Service” shall mean the provision of the Services
TMA 2004	The Traffic Management Act 2004
TPT	The Traffic Penalty Tribunal or any successor body
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended)

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

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- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to **writing** or **written** includes email except for the purposes of any legal proceedings issued in relation to this agreement.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document, in each case as varied from time to time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A reference to **party** or **parties** shall be the parties to this agreement.
- 1.14 **Term** shall mean the **Contractual Term** and any extension agreed pursuant to clause 2.2.

## 2. Commencement and Duration



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- 2.1 This Agreement is entered into by the parties pursuant to section 1 of the Local Government (Goods and Services Act) 1970 and shall commence on 1 April 2024 (the “Commencement Date”) and shall continue until 31<sup>st</sup> March 2029 (“the Term”) unless terminated earlier in accordance with Clause 13. The Parties shall be at liberty to agree any further extension to the Term as they see fit.
- 2.2 This agreement and the Services will be formally reviewed after three years.
- 2.3 No less than 12 months prior to the end of the Term, the parties may agree in writing whether to extend the Term of this Agreement..
- 2.4 On termination of this agreement, WDC will return any BDC property it holds under licence from BDC.

### **3. The Services**

- 3.1 WDC shall provide the Services to BDC as reasonably required from time to time by BDC.
- 3.2 General responsibility and management for the provision of the Services shall rest with WDC’s Operations Manager or any successor post who shall be granted full authority to deliver the Services on behalf of BDC.
- 3.3 BDC will cooperate as necessary in the delivery of the Services and shall meet all of its obligations as set out in this Agreement.
- 3.4 BDC shall authorise all WDC parking services staff to act on its behalf when responding to appeals, challenges and in taking decisions about cases. The decision on formal representations will be retained by BDC.

## 4. **PARTIES OBLIGATIONS**

### 4.1 WDC shall:

- a) provide the Services to BDC in accordance with this agreement.
- b) process BDC's PCNs in the same way it processes its own PCNs. Whilst WDC shall not be obligated to process BDC's PCNs any more expeditiously than its own PCNs, it will not process BDC's PCNs any less expeditiously than its own PCNs.
- c) provide enforcement for on-street and off-street parking regulations throughout the district of Bromsgrove
- d) provide the PCN Processing Service from 9am to 5pm Monday to Friday, excluding Bank Holidays, Christmas Day, Boxing Day, Good Friday and one extra holiday (the date to be notified by WDC to BDC annually in writing).
- e) provide the enforcement on all days excluding Christmas Day, Boxing Day and one extra holiday (the date to be notified by WDC to BDC annually in writing), staff permitting.
- f) use BDC headed letter paper for all correspondence relating to BDC PCNs
- g) meet with representatives of BDC as and when is reasonably necessary for the effective and efficient operation of this agreement.

### 4.2 BDC shall:

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- a) not make requests for PCNs to be cancelled or uphold in contradiction to any decision taken by WDC nor will BDC make any amendments to or cancel any PCNs without the express consent of WDC.
- b) nominate a key contact for this agreement who will have the full authority of BDC to make any decisions on individual cases needed by BDC to determine any formal appeals as required by the TMA 2004.
- c) provide WDC with all information relating to traffic and car parking in its area needed to operate the Service including maps, Traffic Regulation Orders and other information as reasonably requested by WDC.
- d) refund any PCN required by WDC within 14 days of the request.
- e) provide suitable office space for all authorised WDC staff which shall include but not limited to adequate heating, water, lighting, toilet facilities.
- f) provide authorised parking for all WDC staff involved in the delivery of the Service at no cost to WDC.
- g) provide suitable payment processing services and ensure that payment of PCNs can be made via a website at all times, excluding any reasonable periods necessary for maintenance, repair or upgrade of the IT equipment needed to support the website and payment processing systems.
- h) provide WDC with access to such IT, financial and other systems as are necessary to meet the requirements of this agreement
- i) provide WDC with a connection to the BDC permit system at all times and consult with WDC on the procurement of any replacement systems.

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j) comply with the specific data protection measures required by the DVLA at all times and shall co-operate fully in any audits or investigations carried out by WDC, DVLA or any audit approved by WDC or BDC.

k) otherwise co-operate with WDC in all matters relating to the Services

4.3 It is agreed between the parties that the processing of BDC PCNs shall be in accordance with WDC policies. Cancellations and appeals will also be dealt with in accordance with the WDC policies and procedures.

4.4 BDC acknowledges that no liability shall attach to WDC for non-recovery of penalty charges. WDC shall use its reasonable endeavours to secure payment of any outstanding PCN sums using WDC's approved enforcement agents but in the event that any such action is unsuccessful, BDC further acknowledges that the sum involved may have to be written off. BDC hereby authorises the writing off of any sum determined by WDC to be irrecoverable up to and including £150 per PCN.

## 5. **JOINT OBLIGATIONS**

5.1

a) The parties agree to make available such staff and resources at an appropriate level to enable this agreement to be properly implemented and performed.

b) co-operate in making the Service a success

c) seek opportunities to expand the Service with the aim of reducing the cost to both parties

- d) refer to the Service as “Parking Services” when dealing with the public
- e) co-operate in publicising the Service and each party shall only send out press releases with the approval of the other party, save in the event of a dispute

## 6. **PAYMENT FOR THE SERVICE**

- 6.1 In consideration of the provision of the Service by WDC, BDC shall pay WDC the Contract Charges in accordance with the Contract Charges Schedule.
- 6.2 WDC shall submit invoices quarterly in arrears commencing on the 1<sup>st</sup> January in each year in respect of the Services being provided to BDC. BDC shall pay each and every invoice within 14 days of receipt of the same.
- 6.3 Any adjustments to reflect actual costs will be made in the fourth quarter’s payment or in the first payment of the following year where necessary. In the final year of the Agreement any revised costs will be invoiced or refunded as appropriate as soon as reasonably practical even if this is after the Agreement has been terminated.

## 7. **RECORDS AND ACCESS & CONFIDENTIALITY**

- 7.1 Subject to the remainder of this clause, all information obtained by WDC in performance of this agreement shall be deemed to be confidential information. It will not be disclosed to any third part unless WDC is required to do so by law, a court of competent jurisdiction or any governmental or regulatory authority or for the purposes of prevention or detection of crime.

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- 7.2 Subject to the remainder of this clause, all information supplied to BDC by WDC excluding publicly available policies are also deemed to be confidential information and will not be disclosed by BDC without the written consent of WDC unless required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 BDC staff who have been notified to WDC by the Engineering Team Leader will have full access at all reasonable times to data belonging to BDC but controlled by WDC. WDC will co-operate with BDC staff in obtaining and interpreting data as necessary.
- 7.4 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 7.5 Upon termination of this agreement, all data held by WDC in connection with this agreement will be transferred to BDC in a form to be agreed (the cost of which is to be borne by BDC) and then removed from the WDC systems.

## 8. **FREEDOM OF INFORMATION**

- 8.1 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and agrees to assist the co-operate with the enable the other to comply with these information disclosure requirements. In doing so, each party shall provide all necessary assistance as reasonably requested

- by other to enable them to respond to a request for information within the time for compliance set out in the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- 8.2 Subject to Clause 9.1, the decision on whether any exemption applies to a request for disclosure of recorded information made to one of the parties is a decision solely for that party.

9. **DATA PROTECTION AND DATA PROCESSING**

- 9.1 Both parties shall (and shall procure that any of its personnel involved in the provision of this agreement shall) comply with any notification requirements under the Data Protection Legislation and both parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the agreement.
- 9.2 Notwithstanding the general obligation, where WDC is processing Personal Data as a data processor for BDC, WDC shall ensure that it has in place appropriate organisational, technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation; and
- a) provide BDC with such information as BDC may reasonably require to satisfy itself with WDC is complying with its obligations under the Data Protection Legislation;

- b) promptly notify BDC of any breach of the security measures required to be put in place pursuant to this clause; and
- c) ensure it does not knowingly or negligently do or omit to do anything which places BDC in breach of its obligations under the Data Protection Legislation.

9.3 The parties agree that breach of this clause 10 shall be deemed a material breach

9.4 BDC agrees to share its data as appropriate and as required for delivery of the Services with WDC for the Term.

10. **MANAGEMENT OF THE SERVICE**

10.1 The Service shall be managed on a day to day basis on behalf of WDC by the Contracts Supervisor and all contact and correspondence regarding operational matters should be directed to them.

10.2 WDC may notify BDC of an alternative point of contact in writing at any time.

10.3 Any concerns should be raised with the Operations Manager in the first instance. In circumstances where it is inappropriate to raise concerns with the Operations Manager then contact should be made with the Head of Service at WDC. If either party has formal concerns it wishes to raise with the other, it shall give written notice in accordance with this agreement.

10.4 The parties shall meet at least quarterly or as frequently as they may otherwise agree for the purposes of monitoring the provision of the Services under this agreement. Each party shall:



- a) ensure that such meetings are attended by staff with sufficient seniority to enable meaningful discussion of the Services; and
- b) make available to the other such information as is reasonably necessary to evaluate the provision of the Services.

## 11. **REPUTATION AND PUBLICITY**

- 11.1 Neither party shall do anything to harm the reputation of the other party as a consequence of this agreement. Any press releases or statements about the Service will be approved by both parties prior to issue, save where a dispute has been formally notified.
- 11.2 Both parties agree not to comment publicly on individual parking cases unless prior approval has been obtained from the other party.

## 12. **UNDERPAYMENTS & OVERPAYMENTS**

- 12.1 Any underpayments or overpayments for the Service by either party when identified will be notified immediately to the other party and will be either deducted from or added to (as appropriate) the next balance transfer.

## 13. **FAILURE TO PERFORM**

- 13.1 In the event that a party (the **Notifying Party**) believes that there has been or is a material breach of the terms of this agreement on the part of the other (the **Other Party**), it shall notify the Other Party in writing stating the nature of the breach and requiring its remedying within such period as the Notifying Party may reasonably require (a **Default Notice**).
- 13.2 For the purposes of clause 14.1 material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a

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serious effect on the benefit which the terminating party would otherwise derive from:

- a) a substantial portion of this agreement; or
- b) any of the obligations set out

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 The Other Party shall either:

- a) provide proposals and actions to remedy the failure to the Notifying Party within 30 days of the receipt of the Default Notice and henceforth use its best endeavours to remedy the failure(s); or
- b) within 30 days give the Notifying Party written notice that it disputes that the failure set out in the Default Notice has in fact occurred.

13.4 If the Other Party does not dispute the Default Notice under clause 14.2(b) and:

- a) the failure has not been remedied within the period set out in the Default Notice; or
  - b) the failure is not capable of remedy;
- then the Notifying Party may terminate the Agreement by written notice.

13.5 If the Other Party disputes a Default Notice the parties shall follow the procedure.

## 14. **TERMINATION**

14.1 Without affecting any other right or remedy available to them, either party may terminate this agreement at any time by giving at least 12 months' written notice to the other party.

14.2 On termination (however arising) the accrued rights and liabilities of the parties as at termination, and the following clauses, shall continue in full force and effect:

- a) Records and Confidentiality
- b) Intellectual Property Rights
- c) Indemnity
- d) Law

## 15. **TUPE on exit**

15.1 The parties acknowledge and agree that where the Services cease to be provided by WDC for any reason and where the Services return to BDC there may be a Relevant Transfer for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to BDC in accordance with TUPE with effect from the Subsequent Transfer Date.

15.2 Any posts recruited to meet the Services are subject to 'Organised grouping of employees' classification within TUPE. Following termination of this agreement (for whatever reason), the organised grouping of employees directly employed to provide the Services will be protected and subject to a Relevant Transfer to BDC.

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- 15.3 Save where the parties reasonably believe that there will be no Relevant Transfer, the parties shall co-operate in agreeing the Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to BDC.
- 15.4 If TUPE applies to transfer the employment of any person employed by WDC to BDC then if BDC shall serve a notice terminating the employment of such person within after the date of such transfer, BDC shall indemnify WDC in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which BDC is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.
- 15.5 The parties agree that the provisions of Schedule 1 shall apply to any Relevant Transfer of staff under this agreement.

## 16. **INTELLECTUAL PROPERTY**

- 16.1 All rights to the procedures, policies and other documents shared between the parties shall remain the property of the party which prepared them. Neither party shall sell, share, copy or divulge any of the other party's documents to any third party.

## 17. **INDEMNITY**

- 17.1 Each party shall notify the other in writing within 24 hours of receiving any notification from a third party that might give rise to a claim against either party so that a strategy for defending the claim can be agreed.

17.2 BDC shall retain responsibility for any proceedings relating solely to it.

17.3 WDC shall retain responsibility for any proceedings relating solely to it.

18. **ASSIGNMENT AND SUB-CONTRACTING**

18.1 WDC may only assign or sub-contract this Agreement with the prior written consent of BDC, such consent to be at BDC's absolute discretion.

18.2 Where BDC has consented to an assignment or sub-contract, WDC shall provide BDC with a copy of such assignment or sub-contract within 5 working days of the same being entered into.

18.3 WDC shall be responsible for the acts and omissions of any assignee or sub-contractor as though they are its own.

19. **NO WAIVER**

19.1 The failure of either party to exercise a right or remedy shall not constitute a waiver of that right and shall not cause a diminution of the obligations established by this Agreement.

19.2 No waiver shall be effective unless it is expressly stated to be a waiver and is communicated in writing in accordance with the provisions of this Agreement

19.3 A waiver of any right or remedy arising from the breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

20 **THIRD PARTY RIGHTS**

20.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

## 21 **NOTICES**

- 21.1 Where notice is required to be given under the terms of this agreement, it shall not be valid unless given in accordance with this clause.
- 21.2 Any notice required to be given under this agreement shall be duly given if served by hand or sent by first class pre-paid post to the party named below and shall be deemed to have been received on the third working day after the date of posting. Electronic mail sent between 9am and 5pm on a day on which services are provided under this agreement shall be deemed to be delivered at the time of sending or if sent outside of those hours, at 9am on the next day on which services are provided under this agreement.
- 21.3 For the purposes of posting address and email addresses, the information below shall be used:

For WDC:

Wychavon District Council, Civic Centre, Queen Elizabeth Drive, Pershore,  
WR10 1PT

Martyn Cross (Head of Engineers and Parking Services)  
martyn.cross@wychavon.gov.uk

Kelly Griffin (Operations Manager) – [Kelly.griffin@wychavon.gov.uk](mailto:Kelly.griffin@wychavon.gov.uk)

Stephen Forshaw (Contracts Supervisor) –  
stephen.forshaw@wychavon.gov.uk

For BDC:

Bromsgrove District Council, Parkside, Market Street, Bromsgrove,  
Worcestershire, B61 8DA

Pete Liddington (Engineering Team Leader)  
pete.liddington@bromsgroveandredditch.gov.uk

## 22. LAW

22.1 Any and all disputes and claims between the parties to this agreement as to the construction interpretation validity and application thereof shall be governed by English law and jurisdiction of the English Courts.

## 23 DISPUTE RESOLUTION

23.1 The parties shall carry out their obligations under this agreement in a spirit of partnership and good faith.

23.2 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (whether following service of a Default Notice or otherwise) (**Dispute**) then the parties shall follow the procedure set out in this clause:

- a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, WDC and BDC attempt in good faith to resolve the Dispute;
- b) if the representatives of WDC and BDC are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of WDC and Chief Executive of BDC who shall attempt in good faith to resolve it; and
- c) if the Chief Executive of WDC and Chief Executive of BDC are for any reason unable to resolve the Dispute within 30 days of it being referred to

them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must service notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to the CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

23.3 Where a Default Notice has been served and the default has been referred for dispute resolution, the parties shall disregard clause 24.2 (a).

23.4 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales and either party shall be entitled to immediately terminate this agreement.

## 24 **ANTI-BRIBERY**

24.1 The parties shall:

- a) company with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any similar legislation (Relevant Requirements)
- b) have and shall maintain in place throughout the term of this agreement their own policies and procedures, including adequate procedures under the



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Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

- c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this agreement;
- d) the parties agree that any breach of this clause shall be a material breach of the agreement

## Schedule 1

### Service & Obligations

#### WDC OBLIGATIONS

1. WDC shall use reasonable endeavours to provide a parking enforcement service as detailed below consisting of patrol services and a PCN processing service.
2. **Patrol Services**
  - 2.1 Patrol services shall be carried out by the 5.5 FTE BDC CEOs and their successors and 1 school enforcement CEO, working on a rota basis to carry out patrols on BDC Car Parks and on street parking regulations. The staff shall carry out patrols primarily between 7am and 10pm, Monday to Sunday. The staff shall be employed on Local Government terms and conditions and shall work a 37 hour week (or part thereof in the case of part time staff)
  - 2.2 BDC acknowledges that WDC is under no obligation to make any other patrol staff available to cover sickness or holidays or other absences of the CEOs and Administration Officers. BDC further acknowledges that CEOs will patrol alone except where necessary for training, operational and safety reasons.
  - 2.3 WDC shall use reasonable endeavours within the limits of the resources deployed under this agreement to ensure that the BDC Car Parks operate throughout the agreed opening times.
  - 2.4 Should WDC or BDC cease to operate the service for whatever reason then BDC agrees to pay the costs associated with ending or terminating the employment of the staff employed at that time by WDC to provide the service for BDC.
  - 2.5 WDC will ensure that the BDC staff wear agreed uniforms at all times and that each CEO carries appropriate identification.
  - 2.6 WDC shall ensure that the CEOs carry out their duties in accordance with the WDC procedures as may be amended from time to time.
  - 2.7 It is agreed that 10% of all patrol time should take place outside of the town to include but not limited to areas such as Rubery, Hagley, Wythall and Barnt Green.

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- 2.8 The BDC CEOs shall respond to reasonable requests for assistance from nominated BDC staff and the Engineering Team Leader.
- 2.9 5.5 full time CEOs and one part time school enforcement CEO (30 hours per week, term time only) have been agreed as an optimum number of patrol staff which will be subject to regular review depending on the service requirements.

## 3. Processing Services

- 3.1 WDC will provide a PCN processing service in accordance with the requirements of the relevant legislation and the requirements of the TPT.
- 3.2 WDC shall process BDC PCNs in the same way it processes its own PCNs. WDC shall not be obliged to process BDC PCNs any more expeditiously than its own PCNs but it will not process BDC PCNs any less expeditiously than its own notices.
- 3.3 WDC shall provide a payment processing service from 9am to 5pm Monday to Friday, excluding Bank Holidays, Christmas Day, Boxing Day, New Year's Day, Good Friday and one extra holiday (date to be notified annually)
- 3.5 WDC shall allow BDC staff full access to the BDC Data at all reasonable times subject to the BDC staff being authorised by the BDC Contract Manager.
- 3.6 WDC shall use BDC headed letter paper for all correspondence and forms.
- 3.7 WDC will prepare up to 30 TPT cases per annum at no extra cost . Any extra cases over and above this amount will be charged at £100 each including attendance at hearings where necessary / viable. WDC shall be at liberty to decide if it wishes to defend any case and to decide if it wishes to attend any case in person. WDC shall not be obliged to attend any particular case.
- 3.8 WDC will provide monthly, quarterly and annual summaries of transactions and other management data and will also endeavour to provide any such further information reasonably requested by BDC.
- 3.9 WDC will maintain records of all expenditure incurred in relation to this agreement and will make such records available to BDC if requested.

# Agenda Item 6

3.10 WDC will prepare budget estimates for the following financial year's expenditure each October (or at such other times as may be agreed by the parties).

3.11 2.5 FTE Administration Officers will be employed for the PCN processing service, Shopmobility management and other administrative based tasks as associated with this agreement. An increase in PCN numbers (above the number agreed) will require a review of the administrative support and CEOs.

## 4. **Shopmobility**

4.1 WDC will use reasonable endeavours to ensure that the Shopmobility service is operated in accordance with the opening hours, practices and procedures.

4.2 The duties of the staff in providing the Shopmobility service will include:-

- Keeping the Shopmobility Service open at the published times
- Maintaining the equipment in a serviceable standard as far as possible
- Responding to customer enquiries
- Booking equipment in and out
- Registering new applicants and delivering training
- Ensuring that the website is kept up to date

4.3 BDC shall:-

- Fund the repair and replacement of the Shopmobility equipment as necessary
- Ensure that all users are covered by 3<sup>rd</sup> party insurance
- Insure the equipment against loss, theft, fire or damage
- Provide strategic direction and support as necessary
- Provide publicity materials and other literature needed by the service

4.4 The parties acknowledge that the level of service provision for Shopmobility may be varied at the request of BDC dependent on BDC's Council decisions as to the future of the service. BDC will consult with WDC on any proposed changes.

## Schedule 2

1. During the term of this agreement, an annual payment of £335,000 will be payable and is based on a full complement of staff (as stated in Schedule 1). Each quarter's invoice may be variable as based on staff levels and actual costs where appropriate. Any variation to staff levels and associated costs will result in amendments to the invoices to BDC. WDC reserve the right to carry out a yearly review of staff pay and any members of staff entitled to an increase shall receive such increase which will be separate to the yearly inflationary uplift
2. In the event that the number of PCNs processed during this period exceeds an annual total of 7000, a further payment of £10 for each additional PCN will be due.
3. In addition to the annual payment, £37 for each Bromsgrove Residents' Permit issued will be retained by WDC for the management and provision of the permit system and service.
4. The annual payment will be subject to an annual inflationary uplift, determined by the Consumer Price Index, (CPI), if applicable, agreed by the level published by the Office for National Statistics, or any relevant successor body, for the proceeding year.

IN WITNESS whereof the parties have duly executed this Deed the day and year first before written

The Common Seal  
of Bromsgrove District Council was  
hereunto affixed in the presence of:-

The Common Seal  
of Wychavon District Council was  
hereunto affixed in the presence of:

# CABINET LEADER'S WORK PROGRAMME

**1 FEBRUARY 2024 TO 31 MAY 2024**  
**(published as at 5<sup>th</sup> January 2024)**

This Work Programme gives details of items on which key decisions are likely to be taken in the coming four months by the Council's Cabinet

The Work Programme gives details of items on which key decisions are likely to be taken by the Council's Cabinet, or full Council, in the coming four months. **Key Decisions** are those executive decisions which are likely to:

- (i) result in the Council incurring expenditure, foregoing income or the making of savings in excess of £50,000 or which are otherwise significant having regard to the Council's budget for the service or function to which the decision relates; or
- (ii) be significant in terms of its effect on communities living or working in an area comprising two or more wards in the district;

If you wish to make representations on the proposed decision you are encouraged to get in touch with the relevant report author as soon as possible before the proposed date of the decision. Contact details are provided, alternatively you may write to the Head of Legal, Democratic and Property Services, Parkside, Market Street, B61 8DA or e-mail: [democratic@bromsgroveandredditch.gov.uk](mailto:democratic@bromsgroveandredditch.gov.uk)

The Cabinet's meetings are normally held every four weeks at 6pm on Wednesday evenings at Parkside. They are open to the public, except when confidential information is being discussed. If you wish to attend for a particular matter, it is advisable to check with the Democratic Services Team on (01527 64252 ext 3031) to make sure it is going ahead as planned. If you have any queries Democratic Services Officers will be happy to advise you. The full Council meets in accordance with the Councils Calendar of Meetings. Meetings commence at 6pm.

## CABINET MEMBERSHIP

Councillor K J May	Leader of the Council and Cabinet Member for Strategic Partnerships
Councillor S. Baxter	Deputy Leader and Cabinet Member for Economic Development and Regeneration
Councillor S. Colella	Cabinet Member for Leisure, Culture and Climate Change
Councillor C. Hotham	Cabinet Member for Finance and Enabling
Councillor K. Taylor	Cabinet Member for Planning, Licensing and Worcestershire Regulatory Services
Councillor S. Webb	Cabinet Member for Health and Well Being and Strategic Housing
Councillor P. Whittaker	Cabinet Member for Environmental Services and Community Safety

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Appointment of Consultants for Windsor Street <b>Key: Yes</b>	Cabinet 14 Feb 2024	This report may contain exempt information which would need to be considered in private session.	Report of the Executive Director (Finance and Corporate Resources)	Shane Carroll, Interim Regeneration Manager - North Worcestershire Economic Development and Regeneration Tel: 01562 732192  Councillor K. J. May
Stromsgrove Town Centre Regeneration - Land at the Dolphin Centre and at Windsor Street <b>Key: Yes</b>	Cabinet Not before 14th Feb 2024		Report of the Interim Section 151 Officer and Deputy Chief Executive	Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252  Councillor K. J. May
Carbon Reduction Strategy - Annual Review <b>Key: No</b>	Cabinet 14 Feb 2024 Council 21 Feb 2024		Report of the Head of Community and Housing Services	Judith Willis, Head of Community and Housing Services Tel: 01527 64252 Ext 3284  Councillor S. R. Colella



Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Council response to Local Plan Consultations; Birmingham Development Plan, South Staffordshire Local Plan and South Worcestershire Development Plan <b>Key: No</b>	Cabinet Not before 14th Feb 2024  Council Not before 21st Feb 2024		Report of the Head of Planning, Regeneration and Leisure Services	Mike Dunphy, Strategic Planning and Conservation Manager Tel: 01527 881325  Councillor K. Taylor
District Heat Network Revisions <b>Key: Yes</b>	Cabinet Not before 14th Feb 2024		Report of the Head of Community and Housing Services	Judith Willis, Head of Community and Housing Services Tel: 01527 64252 Ext 3284  Councillor C. A. Hotham, Councillor P. J. Whittaker

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Finance and Performance Quarter 3 Monitoring Report 2023/24 <b>Key: Yes</b>	Cabinet 14 Feb 2024 Council 21 Feb 2024	This report may contain exempt information which would need to be considered in private session.	Report of the Interim Section 151 Officer and Deputy Chief Executive	Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252  Councillor C. A. Hotham
Local Heritage List Strategy <b>Key: Yes</b>	Cabinet 14 Feb 2024		Report of the Head of Planning, Regeneration and Leisure Services	Mike Dunphy, Strategic Planning and Conservation Manager Tel: 01527 881325  Councillor K. Taylor

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
<p>Medium Term Financial Plan (including Worcestershire Regulatory Services Board Budget Recommendations, Treasury Management Strategy, Capital Strategy, Minimum Revenue Provision and Investment Strategy) (Tranche 2)</p> <p><b>Key:</b> No</p>	<p>Cabinet 14 Feb 2024</p> <p>Council 21 Feb 2024</p>		<p>Report of the Interim Section 151 Officer and Deputy Chief Executive</p>	<p>Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252</p> <p>Councillor C. A. Hotham</p>
<p>Non-Domestic Rates - Discretionary Rate Relief Policy</p> <p><b>Key:</b> No</p>	<p>Cabinet 14 Feb 2024</p> <p>Council 21 Feb 2024</p>		<p>Report of the Interim Section 151 Officer and Deputy Chief Executive</p>	<p>David Riley, Revenue Services Manager Tel: 01527 64252</p> <p>Councillor C. A. Hotham</p>

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Parking Management and Enforcement SLA <b>Key: Yes</b>	Cabinet Not before 14th Feb 2024		Report of the Head of Environmental and Housing Property Services	Simon Parry, (Interim) Head of Environmental and Housing Property Services  Councillor S. J. Baxter
Pay Policy 2024/25 <b>Key: No</b>	Cabinet 14 Feb 2024 Council 21 Feb 2024		Report of the Interim Section 151 Officer and Deputy Chief Executive	Becky Talbot, Human Resources & Development Manager Tel: 01527 64252  Councillor C. A. Hotham
Playing Pitch Strategy <b>Key: No</b>	Cabinet 14 Feb 2024		Report of the Head of Planning, Regeneration and Leisure Services	Jonathan Cochrane, Development Services Manager Tel: 01527 64252  Councillor S. R. Colella

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Termination of Shared Service Arrangement: North Worcestershire Economic Development and Regeneration <b>Key:</b> Yes	Cabinet 14 Feb 2024	This report may contain exempt information which would need to be considered in private session.	Report of the Executive Director (Leisure, Environmental and Community Services)	Guy Revans, Executive Director (Interim) Tel: 01527 64252 ext 3292  Councillor K. J. May
Council Tax Resolutions 2024/25 <b>Key:</b> No	Cabinet 21 Feb 2024 Council 21 Feb 2024		Report of the Interim Section 151 Officer and Deputy Chief Executive	Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252  Councillor C. A. Hotham
Independent Remuneration Panel Recommendations 2024/25 <b>Key:</b> No	Council 21 Feb 2024		Report of the Head of Legal, Democratic and Property Services	Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252  Councillor C. A. Hotham

Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Bromsgrove Centres Action Plan Review 2024/25 <b>Key:</b> Yes	Cabinet 13 Mar 2024		Report of the Head of Planning, Regeneration and Leisure Services	Lyndsey Berry, Bromsgrove Centres Manager Tel: (01527) 881221  Councillor S. J. Baxter, Councillor K. J. May
Bromsgrove Play Audit and Investment Strategy <b>Key:</b> Yes	Cabinet 13 Mar 2024		Report of the Head of Planning, Regeneration and Leisure Services	Ishrat Karimi Fini, Cultural Services and Parks Manager Tel: 07713 085872  Councillor S. R. Colella
Cost of Living Funding Proposal <b>Key:</b> Yes	Cabinet Not before 13th Mar 2024		Report of the Head of Community and Housing Services	Judith Willis, Head of Community and Housing Services Tel: 01527 64252 Ext 3284  Councillor S. A. Webb, Councillor K. J. May

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Decision including Whether it is a key Decision	Decision Taker Date of Decision	Details of Exempt information (if any) and information explaining why items have been postponed (where available)	Documents submitted to Decision Maker / Background Papers List	Contact for Comments
Finance and Performance Outturn Report 2023/24 <b>Key:</b> No	Cabinet Not before 1st Jun 2024  Council Not before 1st Jun 2024		Report of the Interim Section 151 Officer and Deputy Chief Executive	Peter Carpenter, Interim Section 151 Officer and Deputy Chief Executive Tel: 01527 64252  Councillor C. A. Hotham

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## OVERVIEW AND SCRUTINY BOARD

### WORK PROGRAMME

2023-2024

#### RECOMMENDATION:

That the Board considers and agrees the work programme and updates it accordingly.

#### ITEMS FOR FUTURE MEETINGS

<b>Date of Meeting</b>	<b>Subject</b>	<b>Additional Information</b>
16 <sup>th</sup> January 2024	Governance Systems Review – Implementation Progress Update (Standing Item)	
	Task and Working Group Updates	
	WCC Health Overview & Scrutiny Committee – update from Representative	Councillor B. Kumar, Council Representative to HOSC
	Cabinet Leader’s Work Programme	
	Parking Enforcement Service Level Agreement – overview presentation with officers from Wychavon DC	Simon Parry, Head of Environmental and Housing Property Services (Interim)
12 <sup>th</sup> February 2024	Governance Systems Review – Implementation Progress Update (Standing Item)	
	Task and Working Group Updates	
	WCC Health Overview & Scrutiny Committee – update from Representative	Councillor B. Kumar, Council Representative to HOSC
	Cabinet Leader’s Work Programme	
	Playing Pitch Strategy – pre-scrutiny	Jonathan Cochrane, Development Services Manager
	Bromsgrove Town Centre Regeneration - Land at the Dolphin Centre and at Windsor Street – pre-scrutiny	Peter Carpenter, Interim Section 151 Officer
	Libraries Unlocked – Presentation from Worcestershire County Council (with attendance by WCC Portfolio Holder)	Carol Brown, Head of Libraries and Archives, Worcestershire County Council
11 <sup>th</sup> March 2024	Task and Working Group Updates	
	WCC Health Overview & Scrutiny Committee – update from Representative	Councillor B. Kumar, Council Representative to HOSC

# Agenda Item 10

	Cabinet Leader's Work Programme	
	6-month Review of Progress in Implementation of Hybrid Leader and Cabinet Governance System	Chairman of the Board Monitoring Officer
	North Worcestershire Community Safety Partnership – Annual Review of Work in 2022-23	Bev Houghton, Community Safety Manager
15 <sup>th</sup> April 2024	Overview and Scrutiny Board – Recommendation Tracker for 2023-24	Councillor P. McDonald, Chairman of the Board
	Overview and Scrutiny Board – Annual Report 2023-2024	Councillor P. McDonald, Chairman of the Board
	Governance Systems Review – Implementation Progress Update (Standing Item)	
	Task and Working Group Updates	
	WCC Health Overview & Scrutiny Committee – update from Representative	Councillor B. Kumar, Council Representative to HOSC
	Cabinet Leader's Work Programme	